

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

<b>EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,</b>	§	
	§	
	§	
<b>Plaintiff,</b>	§	
	§	
<b>v.</b>	§	<b>Civil Action No.</b>
	§	
<b>S&amp;B INDUSTRY, INC.</b>	§	
	§	
<b>Defendant.</b>	§	<b>3:15-CV-0641-D</b>
	§	
_____	§	

**CONSENT DECREE**

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC") and S&B Industry, Inc. ("Defendant"), in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed in Civil Action 3:15-cv-00641. The Complaint was based upon Charges of Discrimination filed by Katelynn Baker and Tia Rice against the Defendant.

The above-referenced Complaint alleges that Defendant, S&B Industry, Inc. discriminated against Katelynn Baker and Tia Rice in violation of the Americans with Disabilities Act, as amended, by failing or refusing to hire them because of their disability, hearing impairment. The Commission further alleges that Defendant discriminated against Katelynn Baker and Tia Rice in violation of the ADA by failing or refusing to provide them with a reasonable accommodation during the application process. Defendant denies the allegations in the Complaint and denies any liability or wrongdoing with respect to any of the allegations contained in the Complaint. Defendant denies the allegations in Katelynn Baker's EEOC Charge

of Discrimination and Tia Rice's EEOC Charge of Discrimination and denies any liability or wrongdoing with respect to any of the allegations in these EEOC Charges.

The EEOC and the Defendant agree to compromise and settle the differences embodied in the Complaint filed by EEOC, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree"). It is understood and agreed that this Consent Decree is in compromise of disputed claims.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 31A-2013-00102 and 31A-2013-00101. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced Charges and Complaint. The EEOC does not waive processing or litigating Charges other than the above-referenced Charges.

2. During the term of this Consent Decree, Defendant, its officers, agents, successors and other persons in active concert or participation with it, or any of them, are enjoined from any employment practice that discriminates on the basis of disability with respect to recruitment, placement, hiring, termination, or any other employment action, and Defendant further agrees not to retaliate in any way against any person because of opposition to any practice declared unlawful under the Americans with Disabilities Act of 1990, as amended, or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.

3. The Defendant shall post the Notice appended hereto as Attachment "A" on the employee bulletin board at all of its facilities, within thirty (30) days after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 21 days after posting the Notice. The Notice shall remain posted during the term of this Consent Decree.

4. For each year that the Consent Decree is in effect, Defendant agrees to conduct an annual training session for all employees, including officers, managers, supervisors and hourly employees, advising them of the requirements and prohibitions of the federal anti-discrimination laws with a special emphasis on the ADA. The training will inform the employees of the complaint procedures for individuals who believe that they are being discriminated against by Defendant. This annual training will also advise employees of the consequences imposed upon Defendant for violating the ADA. The training will also include a specific discussion or instruction relating to definitions of disability under the ADA, the hiring process, and the reasonable accommodation process. The training shall be at least two (2) hours in duration. No less than ten (10) days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person providing the training and the substance of the training. Within thirty (30) days following the training, Defendant shall submit to the EEOC confirmation that the training was provided to all managers, supervisors, and employees, and a list of attendees.

5. Within four (4) months of the entry of the date of this Consent Decree, Defendant's Human Resources Professionals, managers, and supervisors shall attend a one-time training and seminar provided by the Deaf Action Center at no cost to the Defendant. As a nonexclusive sample of topics, the training will cover topics such as how to remove and

overcome communication barriers for Deaf and hearing impaired individuals, the assistance that can be provided by sign language interpreters in employment and interview settings, and options for reasonable accommodations for Deaf and hearing impaired individuals such as CART technology.

6. Defendant shall impose discipline -- up to and including termination, suspension without pay or demotion -- upon any owner, supervisor or manager who is found by reasonable evidence to have engaged in discrimination on the basis of disability, or permitted any such conduct to occur in his or her work area or among employees under his or her supervision. Defendant shall communicate this policy to all of their supervisors and managers.

7. Defendant shall advise all owners, managers, and supervisors of their duty to actively monitor their worksites to ensure employees' compliance with the company's policy against discrimination on the basis of disability, and to report any incidents and/or complaints of discrimination, on the basis of disability, of which they become aware to the persons charged with handling such complaints.

8. Defendant shall maintain a written log of all complaints of disability discrimination. This log will include the date of the complaint, the substance of the complaint, the employee making the complaint, the person about whom the complaint is made and the result of all investigations conducted into claims of discrimination. Defendant will submit copies of this log to the Equal Employment Opportunity Commission on a semiannual basis during the term of this Consent Decree. The log will be sent semiannually to Joel Clark, Senior Trial Attorney, EEOC, 207 South Houston Street, Third Floor, Dallas, Texas 75202.

9. Defendant shall remove from any files relating to Katelynn Baker and Tia Rice and all documents, entries and references relating to the matters underlying the issues leading to

the underlying Charges of Discrimination and this lawsuit. If Defendant has no such files, Defendant will confirm in writing to the EEOC that it has none within 45 days of the entry of this Consent Decree.

10. Defendant agrees to pay to Katelynn Baker the full and final sum of \$55,000.00 dollars for backpay and for compensatory damages and all other damages. Standard deductions shall be made from the back pay amount of \$3,500.00, and a W-2 shall issue. No deductions shall be made from the remainder, and a 1099 shall issue for the remainder. The payment referenced above, shall be made within 20 days after the effective date of this Consent Decree by checks made payable to Katelynn Baker. Defendant agrees to report to the EEOC within 45 days of entry of this Consent Decree regarding its compliance with this paragraph.

11. Defendant agrees to pay to Tia Rice the full and final sum of \$55,000.00 dollars for backpay and for compensatory damages and all other damages. Standard deductions shall be made from the back pay amount of \$6,000.00, and a W-2 shall issue. No deductions shall be made from the remainder, and a 1099 shall issue for the remainder. The payment referenced above, shall be made within 20 days after the effective date of this Consent Decree by checks made payable to Tia Rice. Defendant agrees to report to the EEOC within 45 days of entry of this Consent Decree regarding its compliance with this paragraph.

12. All reports to the EEOC required by this Decree shall be sent to Joel Clark, Senior Trial Attorney, EEOC, 207 South Houston Street, Third Floor, Dallas, Texas 75202.

13. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraphs above, Defendant shall, as applicable:

a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and

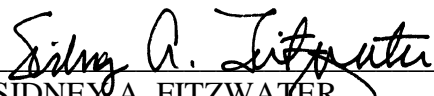
b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

14. Neither the EEOC nor Defendant shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

15. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

16. The term of this Decree shall be for three (3) years.

SO ORDERED, ADJUDGED AND DECREED this 15th day of  
February \_\_\_\_\_, 2017.

  
\_\_\_\_\_  
SIDNEY A. FITZWATER  
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

**FOR THE PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:**

JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

/s/ Robert Canino  
ROBERT A. CANINO  
Regional Attorney  
Oklahoma Bar No. 011782

/s/ Suzanne Anderson  
SUZANNE M. ANDERSON  
Supervisory Trial Attorney  
Texas Bar No. 14009470

/s/ Joel Clark  
JOEL CLARK  
Senior Trial Attorney  
Texas State Bar No. 24050425

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Dallas District Office  
207 South Houston Street 3rd Floor  
Dallas, Texas 75202  
Tel No. (214) 253-2743  
Fax No. (214) 253-2749

**FOR THE DEFENDANT S&B INDUSTRY, INC.**

/S/ James Staley  
JAMES STALEY  
Texas Bar No. 24008071  
James.staley@ogletreedeakins.com  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
One Allen Center, Suite 3000  
500 Dallas Street  
Houston, TX 77002-4709  
(713)-655-0855

CONSENT DECREE

**ATTACHMENT A**

**Page A-1**

**NOTICE TO ALL EMPLOYEES**

**This NOTICE will be conspicuously posted for a period of three (3) years at this facility and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.**

**PURPOSE:** It is the purpose of this policy to reaffirm and amplify the position of the Americans With Disabilities Act of 1990, as amended, and the Equal Employment Opportunity Commission's guidelines and to reiterate S&B Industry, Inc.'s policy on disability discrimination. Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lower overall employee morale and productivity. It is the policy of S&B Industry, Inc. that discrimination is unacceptable and will not be condoned.

**SCOPE:** This policy extends to all employees of S&B Industry, Inc. both management and non-management.

**POLICY:** An employer cannot discriminate against qualified applicants and employees on the basis of disability. Under the Americans with Disabilities Act, an individual with a disability is a person who (a) has a physical or mental impairment that substantially limits one or more major life activities; (b) has a record of impairment or (c) is regarded as having such impairment. The ADA also prohibits discrimination against a person because of their association or relationship with an individual with a known disability. This prohibition covers all aspects of the employment process, including:

- |                        |                        |
|------------------------|------------------------|
| * application          | * promotion            |
| * testing              | * medical examinations |
| * hiring               | * layoff/recall        |
| * assignments          | * termination          |
| * evaluation           | * compensation         |
| * disciplinary actions | * leave                |

S&B Industry, Inc. hereby states that the harassment of employees with disabilities is strictly prohibited. Harassment is a form of misconduct that undermines the integrity of the employment relationship. No disabled employee should be subjected to unsolicited and unwelcome name-calling, "jokes," comments or other harassing conduct, either verbal or physical, because of their disability.

Further, under the ADA, an employer must make a reasonable accommodation to the known physical or mental limitations of a qualified applicant or employee with a disability unless it can show that the accommodation would cause an undue hardship on the operation of its business. Some examples of reasonable accommodation include:



- making existing facilities used by employees readily accessible to, and usable by, an individual with a disability;
- job restructuring;
- modifying work schedules;
- reassignment to a vacant position;
- acquiring or modifying equipment or devices; or
- providing qualified readers or sign language interpreters

**COMMUNICATION WITH DEAF EMPLOYEES:** There are many ways for hearing persons to communicate with Deaf or hearing impaired employees. A popular misconception is that Deaf or hearing impaired individuals can communicate entirely by reading lips. But, approximately 75% of English words cannot be accurately read on the lips. American Sign Language (ASL) is one form of communication. Another form of communication is Communication Access and Real-Time Translation (CART) technology. Without reasonable accommodations to communicate, Deaf or hearing impaired individuals cannot fully participate in, or have access to employment opportunities.

**RESPONSIBILITY:** Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statute, rules, and regulations regarding discrimination and retaliation. Employees are expected to read, understand, and follow the policies that S&B Industry,, Inc. has established to prevent discrimination and retaliation.

**REPORTING PROCEDURES:** Any employee who believes that he or she has been subjected to discrimination is expected to report the conduct as soon as possible to either that person's immediate supervisor, any supervisor or manager with S&B Industry, Inc. or to the Human Resources Department. The Human Resources Department may be contacted at or by telephone at \_\_\_\_\_. Supervisors and managers who are informed of an alleged incident of discrimination, including harassment, must immediately notify the Human Resources Department. \_\_\_\_\_ will maintain a written log of all complaints of discrimination. This log will include the results of all investigations into claims of discrimination.

A person either, alternatively or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 207 South Houston, Dallas, Texas 75202; (800) 669-4000. Information about your rights and how to file a charge is available on the Internet at [www.eeoc.gov](http://www.eeoc.gov).

**INVESTIGATION OF COMPLAINTS:** A complete investigation of each complaint will be undertaken immediately by the Human Resources Department. The investigation may include interviews of all employees and supervisors at the facility, the inspection of documents, including personnel records, and full inspection of the premises.

**PUNISHMENT FOR VIOLATION:** Employees engaged in discriminatory conduct, including supervisors and managers, can expect serious disciplinary action. After appropriate investigation,

any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

**RETALIATION:** There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices, or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under The Americans With Disabilities Act of 1990, as amended. S&B Industry, Inc. will not punish you for reporting discrimination simply because you have made a complaint under the above guidelines.

**PROTECTION OF PRIVACY:** The question of whether a particular action or incident constitutes discrimination requires a determination based on all available facts. S&B Industry, Inc. will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF THREE YEARS.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
On Behalf of:  
S&B Industry, Inc.